

Consumer Alert

Providing consumers with knowledge to make informed choices and decisions.



Don't get hammered by spring home improvements

The warmer weather, and perhaps more importantly your tax refunds, may have you thinking about doing some home improvements. If your home improvements require a professional please consider the following:

Deal only with licensed contractors. And make sure the contractor shows you his or her license before beginning work.

Don't assume that all contractors who advertise in the "home improvement" section of the newspaper have a valid license or that they're reputable. Check out licensed contractors with the South Carolina

Department of Consumer Affairs or the Better Business Bureau, and ask if any complaints have been registered against the company.

Ask friends, relatives and co-workers for recommendations.

Ask contractors if there's a charge for an estimate before allowing them in your home. Get written estimates from at least three firms. Ask for explanations for price variations. Don't automatically choose the lowest bidder.

Be extremely skeptical of



Don't let your contractor take your money, take precautions with home improvement

contractors who come to your door unsolicited or offer reduced prices because they've just completed work nearby and have materials left over.

Beware of contractors who ask you to pay for the entire job up front. Your down payment should not be more than one-third of the total price. Pay only by check or credit card, not cash.

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Where's the beef coming from? Beware of roadside butchers!

The South Carolina Department of Consumer Affairs announced that consumers should protect themselves from door-to-door or other unsavory meat sales following reports of such activity in the upstate last week.

"Everyone likes a good bargain," said SCDCA Administrator Brandolyn Thomas Pinkston, "but door-to-door sales of meat and poultry and those sold from roadside or parking lot vendors often violate codes and

possibly have health safety risks as well."

Pinkston said these types of meat and poultry sales are cyclical and sometimes seasonal.

"You may have seen sellers such as this on the highway or in your neighborhood. Many times they're in pickup trucks with an ordinary freezer in the bed. Unless it's in a refrigeration unit, the meat in the unplugged freezer is slowly thawing, but often the



Stick with your local butcher, and avoid road side meat sellers.

unsold meat is simply taken back to a warehouse and re-frozen for the next day's round," she said.

Other meat scams take the form of sellers going door-to-door with convincing sales pitches for

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The Help Desk: *What do I do if I think my vehicle is a lemon?*

If your new car is leaving you with a sour expression you may have a lemon on your hands, in which case the law does offer you protection.

According to South Carolina's Lemon Law, a 'lemon' is a new private passenger vehicle (car, van, truck, etc.) that has a defect that impairs its use or will lower its market value substantially and which the manufacturer cannot repair in a reasonable time (reasonable time is considered to be three repair attempts for the same defect or 30 or more days out of service for repairs. The 30 days do not have to be consecutive.)

The Lemon Law does not cover defects which do not substantially impair the vehicle's use, market value or safety; defects caused by owner's abuse, neglect, or unauthorized alteration of the vehicle; or defects that don't show up within the first 12,000 miles or 12 months whichever comes first.

FIRST – You must notify the

manufacturer (or its agent) in writing of the defect during the term of the warranty. The manufacturer must make any repair efforts at no cost to the consumer within either three repair attempts or 30 days out of service. The 30 days do not have to be consecutive.

SECOND – If the defect cannot be repaired, the manufacturer has the option of either replacing the vehicle or accepting return of the vehicle and refunding the money.

If the manufacturer elects to accept return of the vehicle and refund the money, the refund must be for the full purchase price of the vehicle, less a reasonable allowance for the consumer's use. The full purchase price includes 1) applicable finance charges and 2) all governmental fees, including sales tax, license fees, and registration fees.

THIRD – Before you request a refund or replacement vehicle, you must first participate in any arbitration procedure the

manufacturer may have established.

This type of mediation is known as an "informal dispute settlement procedure." This procedure must set requirements for consumer notification, be free from the manufacturer's influence, free of charge to the consumer; and generally settle the dispute within 40 days.

Still not satisfied? Here are your options:

- If you are not satisfied with the arbitration, you may then file suit in court.
- If the Lemon Law does not cover the car you have purchased, you may still have recourse under the general sales and warranty laws. You can also file a complaint with the Department of Consumer Affairs.

Remember: Buy vehicles only from reputable dealers and read everything – especially the warranty – carefully and fully. Save all documentation on the car and any repair work for you records.

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bargain prices on bulk meats.

The meat is often inferior and not restaurant-quality as advertised, the weight is not as described, and the price ends up higher than promised.

Also, the consumer is frequently not advised of a three-day right to cancel for purchases made in the home over \$25, as specified by the Federal Trade

Commission.

The SCDCA warns of these meat sale pitfalls:

- Health risks associated with improper handling practices.
- Meat not being USDA-inspected or unit-weight priced, both required by law.
- Multiple packaging disguising inferior quality, different cuts, or lower weights.

- Seller may not have a permanent location and may fail to respond to consumer complaints.
- Contracts with expensive high-interest payment plans hidden in fine print.

Consumers can fight back by asking the vendor for literature to review and not falling for high pressure pitches designed for a quick sale.

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Be cautious about using your home as security for a home improvement loan. If you fail to repay the loan as agreed, you could lose your home.

Have a knowledgeable friend, relative or your attorney review the contract before you sign. If you get a loan to pay for the work, consider having these documents reviewed as well.

Be aware that you have cancellation rights. Under Federal and District law, you have three business days to cancel the deal if you sign the contract in your home or at a location that is not the seller's permanent place of business. The salesperson must give you two copies of a cancellation form (one to keep and one to send back) and a copy of your contract or receipt. The contract or receipt must be dated, show the name and address of the seller, and explain your right to cancel.

Check Out Your Contractor.

Ask the contractor for the following information (listed below) and use it to check out the contractor with appropriate authorities and previous customers.

If the contractor is reluctant to give you this information, consider doing business with another company.

Ask the contractor for the following:

- An unsigned copy of the contract
- A copy of the estimate
- Contractor's name
- Street address (no P.O. Box)
- Telephone Number
- License Number
- Name under which license is filed.
- Number of years contractor has had a license.
- Names, addresses and telephone numbers of previous customers. Ask these customers about their experiences with the company. If possible, visit a completed job.

Consumer Affairs "Late Nights" offers convenient hours

"Late Nights" allows consumers with especially busy schedules a few extra hours to reach Consumer Affairs. Office hours are extended from 5:30 p.m. until 7:00 p.m. on the third Tuesday of every month. The program is designed to give consumers the convenience of after-work hours. Consumers are welcomed to stop by or call during the additional hours.

Consumers can also attend the monthly "After Hours" program from 5:45 p.m. - 6:45 p.m. on the

same night. The next "After Hours" program will address bankruptcy and credit counseling. Consumers will receive an educational seminar and free materials providing financial advice and consumer protection tips.

For more information about "Late Nights" or "After Hours," please contact the Public Information Division at 803.734.4190. The Department of Consumer Affairs is located at 3600 Forest Drive in Columbia.

Got Questions???

Ask Consumer Affairs

Think you have been a victim of a scam or just need general information about fraud protection?

Then log on to Ask Consumer Affairs, an interactive forum that provides you with great consumer information. Visit the South Carolina Department of Consumer Affairs website at sconsumer.gov and click on LIVE HELP.

A communication specialist is there to assist you with any questions you may have Monday through Friday from 8:30 a.m. until 5:00 p.m. Or you can always reach us by phone at 803.734.4200 or toll free in S.C. at 1.800.922.1594.

The SCDCA is located at 3600 Forest Drive, on the corner of Forest Drive and Beltline Blvd.

S.C. Department of Consumer Affairs Mission and Values Statement:

To protect consumers from inequities in the marketplace through advocacy, mediation, enforcement and education.

The Department strives to be a **CREDIT** to our State by holding the following values as essential in our relationships and decision-making:

Competence **R**espect **E**quality
Dedication **I**ntegrity **T**imeliness

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About the South Carolina Department of Consumer Affairs:
Established by the Consumer Protection Code in 1974, the South Carolina Department of Consumer Affairs represents the interest of South Carolina consumers. Our mission is to protect consumers from inequities in the marketplace through advocacy, mediation, enforcement, and education. For more information on the SCDCA, visit www.sconsumer.gov.